KARIN KOMERC MD DOO
Broj 01/230008520
Datum 05.01.2023
VETERNIK

EXTRA AUTO TRANSPORT doo
Broj: 194-03
28.03. 2023 god.
VRBAS

ANEKS I
UGOVORA No. NS1-CON-2022-024

Zaključen dana **05.01.2023. godine** u Veterniku između sledećih ugovornih strana:

KARIN KOMERC MD DOO VETERNIK, društvo osnovano u skladu sa zakonom Republike Srbije, sa sedištem i glavnim mestom obavljanja delatnosti na adresi Živorada Petrovića 8, Veternik, Srbija, matični broj: 20009233, PIB: 103726184, koga zastupa Krste Dubroja, generalni direktor (u daljem tekstu: „Ugovorna strana A")

EXTRA - AUTO TRANSPORT DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU VRBAS, društvo osnovano u skladu sa zakonom Republike Srbije, sa sedištem i glavnim mestom obavljanja delatnosti na adresi Ulica Maršala Tita br. 56, matični broj: 20330279, PIB: 105171908, koga zastupa Marko Sokanović, direktor (u daljem tekstu: „Ugovorna strana B")

UVODNE NAPOMENE:

Ugovorne strane saglasno konstatuju da su dana 08.08.2022. godine zaključile Ugovor No. NS1-CON-2022-024, gde je predmet ugovora Works within the range of a total length: Km112+982.71 to Km114+100.00 of Civil and Track Construction (Lot NS-I) Project for Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad-Subotica-Border (Kelebia) (u daljem tekstu: Osnovni ugovor).

Ugovorne strane su postigle saglasnost da se od dana zaključenja ovog Aneksa I, usled promene načina fakturisanja u skladu sa propisima Republike Srbije, odnosno izdavanja faktura preko SEF-a, način plaćanja po Ugovoru prilagodi izmenama propisa, te shodno tome dodatno utvrđuju međusobna prava i obaveze, onako kako sledi:

ANNEX I
to CONTRACT No. NS1-CON-2022-024

Concluded on **January 05, 2023,** in Veternik, between the following Parties:

KARIN KOMERC MD DOO VETERNIK duly incorporated pursuant to the law of Republic of Serbia for the company, having its registered office and principal place of business at Živorada Petrovića 8, Veternik, Serbia, registration no:20009233, TIN no:103726184, represented by Krste Dubroja, General Manager (hereinafter also referred to as: "Party A")

EXTRA - AUTO TRANSPORT DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU VRBAS, duly incorporated pursuant to the law of Republic of Serbia for the company, having its registered office and principal place of business at Maršala Tita Street no. 56, registration number 20330279, TIN 105171908, represented by director Marko Sokanović (hereinafter also referred to as: "Party B").

INTRODUCTORY REMARKS:

The Parties unanimously agree that, on August 08, 2022, they concluded a Contract No. NS1-CON-2022-024, with the subject thereof being Works within the range of a total length: Km112+982.71 to Km114+100.00 of Civil and Track Construction (Lot NS-I) Project for Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad-Subotica-Border (Kelebia) (hereinafter referred to as: the Underlying Contract).

The Parties have agreed that from the date of conclusion of this Annex I, due to the change in the method of invoicing in accordance with the regulations of the Republic of Serbia, i.e. issuing invoices through SEF, the method of payment under the Contract will be adapted to the changes in the regulations, and accordingly, they will additionally determine mutual rights and obligations, as follows:

Član 1.

Menja se član 19.2.1.(7) Osnovnog Ugovora, tako da isti sada glasi:

„Prema Zakonu o PDV-u Srbije, član 22., za potrebe fakturisanja koristiće se zvanični srednji bankarski kurs Narodne banke Srbije za USD na dan prometa dobara i usluga. Obe strane su saglasne da se razlika između stvarno plaćenog iznosa i fakture utvrđuje potvrdom o zaduženju/odobrenju u slučaju kada se primenjuju dve različite vrste kursa (srednji kurs Narodne banke Srbije na dan prometa dobara i usluga/plaćanja i ugovoreni kurs definisan u tački 19.2.3.)“

Član 2.

U ostalom delu odredbe Osnovnog ugovora koje nisu u suprotnosti sa ovim Aneksom, ostaju na snazi.

Član 3.

Ovaj Aneks se primenjuje od dana njegovog zaključenja.

Član 4.

Ovaj Aneks je sačinjen u dva (2) istovetna primerka, od kojih svaka ugovorna strana zadržava po jedan (1) primerka.

Article 1

Article 19.2.1.(7) of the Underlying Contract is amended to read as follows:

“According to the Serbian VAT law, article 22, for the purpose of invoicing will be used the official middle bank rate of the National Bank of Serbia for USD on the day of turnover of goods and services. Both parties agree that the difference between the actual amount paid and the invoice is determined by Credit/Debit Note in case when two different types of exchange rate is applied (middle exchange rate of the National Bank of Serbia on the date of of turnover of goods and services/payment and contracted exchange rate defined in clause 19.2.3.)”

Article 2

The remaining provisions of the Underlying Contract, which are not contrary hereto, shall remain in force.

Article 3

This Annex shall apply from the date of its conclusion.

Article 4

This Annex has been made in two (2) counterparts, one (1) for each Party.

KARIN KOMERC MD DOO VETERNIK

KARIN KOMERC MD

EXTRA - AUTO TRANSPORT DOO VRBAS

EXTRA AUTO TRANSPORT D.O.O. VRBAS